

17-21

x July 1, 1989 - June 30, 1991

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THIS AGREEMENT, made this day of
19 , by and between:

THE BOARD OF EDUCATION OF THE MONTVILLE TOWNSHIP OF MONTVILLE,
COUNTY OF MORRIS AND STATE OF NEW JERSEY, a public corporation of
the State of New Jersey with its principal office located at 39
Woodmont Road, Pine Brook, New Jersey, hereinafter called the "Board"
and THE MONTVILLE TOWNSHIP CUSTODIAN ASSOCIATION, a public employee
association of the State of New Jersey, hereinafter called the "MTCA".

WHEREAS, the Board and the MTCA have negotiated in an effort
to reach agreement as to the terms of employment for the members
of the MTCA within the school system for the school years 1989-1990
and 1990-1991.

NOW THEREFORE, it is agreed by and between the parties hereto
as follows:

1. The Board recognizes the MTCA as the majority
representative for members of the Montville Township
Custodian Association employed by the Board.
2. Subject to the recommendation of the Superintendent
of Schools and approval by the Board, the individual
contract of each employee of the MTCA employed by the
Board during the 1989-1990 and 1990-1991 school years
shall provide for compensation in accordance with the
salary guide entitled "Custodial Guide" attached hereto
as Schedule A.
3. The Grievance Procedure, negotiated by and between the
parties hereto, and attached hereto as Schedule B is

incorporated herein by reference and shall constitute the procedure to be followed in connection with the settlement of grievances as defined therein.

4. Individual employees represented by the MTCA and employed by the Board shall execute with the Board individual employment contracts the form of which shall be in accordance with the form of "Specimen Contract" attached hereto as Schedule C.

5. Members of the MTCA employed by the Board will render services and conduct themselves in accordance with personnel policies adopted or as modified by the Board now or in the future.

6. Members of the MTCA employed by the Board will receive vacations on the following basis: under one year service, vacation will be subject to the Board of Education Policy NO. 434;

After 1 year = 2 weeks

After 5 years = 3 weeks

After 10 years = 4 weeks

7. Members of the MTCA shall receive a total of twelve (12) sick days per year for time lost because of personal illness. Any unused sick leave days shall be cumulative and available for sick leave, if needed in subsequent years. Upon retirement all unused sick days shall be compensated at the rate of \$24 per day. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System.

8. Members of the MTCA shall receive the following holidays with pay: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, 4th of July (Independence Day), Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day, and afternoon-evening of Christmas Eve day and New Year's Eve Day.
9. When the contracted holidays such as Columbus Day and Veterans' Day in the individual and master contracts conflict with the school calendar, the members of the MTCA agree to utilize these holidays as "floating holidays" to be taken between October 5 and June 30 of each school year.

The floating holiday concept provides employees with a maximum autonomy in selecting a holiday that is of benefit and convenience to them. This approach shall, in all probability, result in employees taking their holidays over a wider range of time and thus minimize the disruption in the educational program that shall occur due to their absence.

If an employee has made plans for a holiday in conflict, which cannot be changed, they shall be entitled to take the specified holidays. In order that the district has reasonable knowledge as to the employee's plans, the employee will use a personal day request form in order to indicate when the floating holidays will be taken.

10. Members of the MTCA employed by the Board shall receive overtime on the following basis: time and one-half after the normal eight hour work day, provided said employee will have worked forty (40) hours during the work week (Monday through Saturday; the least senior custodian at Montville Township High School will be assigned a normal work week of Tuesday through Saturday); double time for work on Sundays and the days listed in Paragraph NO. 8 as holidays with the exception as noted in Paragraph NO. 9. Not included in the eight (8) hour work day is a thirty (30) minute uninterrupted lunch period.
11. Each member of the MTCA must submit to one physical examination over the life of the contract by the school physician or physician of choice at the expense of the Board not to exceed \$200.
12. All current members of the MTCA must have or obtain a Black Seal License. New members of the MTCA must obtain the Black Seal License within six (6) months of the date of employment. Members of the MTCA who hold a Black Seal License will receive a stipend of \$275 annually.
13. All contracted custodial employees shall be entitled to four (4) personal days per year with pay.
 - A. Two (2) of these personal days shall be with reasons stated and be submitted for approval by the Superintendent of Schools at least 48 hours prior to days requested.
 - B. Two (2) of the above personal days shall be granted with notification given prior to the start of the school day. No statement of reasons will be required for these days.

- C. Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year.

Members of the MTCA may accumulate only a maximum of fifteen (15) sick days during each contract year.

14. Members of the MTCA employed by the Board shall receive service increments on the following basis: after 5 years - \$100; after 10 years - \$200; after 15 years \$300; after 20 years - \$600.
15. Members of the MTCA employed by the Board working the night shift will be paid \$400 for 1989-1990 and \$500 for 1990-1991 as an incentive for working nights.
16. The Board shall supply members of the MTCA employed by the Board with three uniforms, or the equivalent of the type being supplied, and T-shirts for the summer per year. Any custodian not completing a full year of service for any reason shall reimburse the board for cost of uniforms on a pro rated basis.
17. The Board shall provide hospitalization insurance and related benefits for members of the MTCA employed by it similar to that coverage provided by Blue Cross Blue Shield family plan with Rider J and major medical. The Board shall also provide for family dental insurance. A full vision plan will be provided for 1990-1991 at a maximum cost of \$4,107 to the board. J.C.J. 7/20
18. Contracted custodial employees also shall be entitled, if necessary, to take a total of four (4) leave days in circumstances where there is a death of a member

of the contracted custodial employee's "immediate family" which shall be defined as including spouse, child, parent, mother-in-law, father-in-law, brother or sister, grandparent, grandchild. The Superintendent shall have the discretion to grant a reasonable extension of such leave for a death in the employee's "immediate family" in the event a request for such extension is made, and the Superintendent determines that such request is reasonable.

19. The leave granted in items #6, #7, #8, #9, #13, and #18 shall constitute the total leave allowed to contracted custodial employees for which compensation shall be paid by the Board.
20. The Board shall pay up to \$100 per year for one (1) pair of work shoes at suppliers designated by the Board.
21. It shall be the determination of the Superintendent of Schools or his designated representative as to which employee shall receive an increment and as to where the employee is to be placed on the guide.
22. The MTCA shall participate in the state sponsored disability program. It is understood that participation is contingent upon all district employees approving membership of same and is a payroll deducted item.

THIS AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

THE BOARD OF EDUCATION OF THE TOWNSHIP
OF MONTVILLE, COUNTY OF MORRIS

ATTEST:

Vi Fisher
President

[Signature]
Board Secretary

THE MONTVILLE TOWNSHIP CUSTODIAN
ASSOCIATION, COUNTY OF MORRIS

ATTEST:

James C. Swart
President

Philip Black
Representative

Schedule A

SALARY GUIDE - CUSTODIANS

<u>STEP</u>	<u>1989-1990</u>	<u>1990-1991</u>
1	\$16,900	\$17,800
2	\$17,520	\$18,505
3	\$18,079	\$19,184
4	\$19,017	\$19,796
5	\$20,029	\$20,824
6	\$20,858	\$21,932
7	\$21,552	\$22,839
8	\$25,031	\$23,599
9		\$27,409

Plus \$400 Night Stipend 1989-1990

Plus \$500 Night Stipend 1990-1991

Plus \$275 Black Seal License

Service Increments

After 5 years - \$100

After 10 years - \$200

After 15 years - \$300

After 20 years - \$600

It is the policy of Montville Township School District not to discriminate on the basis of race, color, creed, religion, sex, ancestry, national origin, or social or economic status in its educational programs or activities and employment policies as required by State Law. Inquiries regarding compliance may be directed to Mrs. Estelle Heller, Affirmative Action Officer at the Board of Education Office, c/o Woodmont School, 39 Woodmont Road, Pine Brook, New Jersey 07058, 882-0221

GRIEVANCE PROCEDURE

1. A "grievance shall be defined herein as a complaint by a custodian or group of custodians or the Board (the "aggrieved persons") that there has been to such aggrieved persons a personal loss, injury or inconvenience because of a violation, misrepresentation or inequitable application of this agreement.
2. The following matters shall not be the basis of a grievance:
 - A. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the New Jersey Department of Education;
 - B. A complaint by any probationary custodian which arises by reason of the non-reemployment of said custodian;
 - C. Any matter which according to law is either beyond the scope of Board authority or limited by statute to unilateral Board action;
 - D. A complaint by any custodian arising from an unfavorable supervisory report or from the failure of such custodian to receive a favorable supervisory report, except that such custodian shall have all other rights provided by law.
3. The primary purpose of the within grievance procedure is to secure, at the lowest level possible, equitable resolutions to grievances arising between the parties, without interfering with normal school operations. The parties further agree that the proceedings conducted hereunder, except as expressly required herein, shall be kept as informal and confidential as possible.
4. The procedure for the processing of grievances shall be as follows:
 - A. Level 1: An aggrieved person(s) shall institute a grievance under the provisions hereof within 15 calendar days of the occurrence complained of, or within 15 calendar days after the aggrieved person(s) would reasonably be expected to know of its occurrence.

Failure to so act within the aforesaid 15 day period shall be deemed to constitute an abandonment of the grievance and no further proceedings hereunder shall be permitted. The aggrieved person(s) filing a grievance hereunder shall first discuss the grievance orally with the aggrieved person(s)' immediate administrative supervisor (supervisor, principal, etc.) to attempt to resolve the matter at that level.

- B. Level 2: If, the grievance remains unresolved, the aggrieved person(s) shall within five (5) days following the informal conference submit the grievance to the aggrieved person(s)' immediate supervisor in writing which shall specify:

1. the nature of the grievance and the remedy requested;
2. the nature and extent of injury or loss;
3. the results of the previous discussion; and
4. the basis of the dissatisfaction with the determination.

The aggrieved person(s) immediate supervisor shall within five (5) calendar days submit a written decision on the grievance which shall be transmitted to the aggrieved person.

- C. Level 3. If the grievance remains unresolved, the aggrieved person(s) shall no later than five (5) calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all relevant documents as well as a statement explaining the aggrieved person(s) dissatisfaction with the decision previously rendered. The aggrieved person shall at the time of the filing of appeal also furnish the immediate supervisor with a copy of any additional document(s) deemed relevant to the grievance. The Superintendent shall attempt to resolve the grievance as expeditiously as possible and shall have authority to conduct such hearings (in such a manner as he deems necessary) to resolve the grievance. In any event, the Superintendent shall within ten (10) calendar days after receipt of the written grievance (unless a different period is mutually agreed upon) advise the aggrieved person(s) in writing of his determination to the immediate supervisor of the aggrieved person(s) who acted on the grievance below.

- D. Level 4. If the grievance remains unresolved, the aggrieved person(s) shall state in writing no later than five (5) calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board in the same manner and in the same procedure as made to the Superintendent. The Board shall request and hold a hearing concerning the grievance and shall render a written determination of the grievance no later than twenty (20) calendar days following receipt of the grievance.

- E. Level 5. If the grievance remains unresolved, the aggrieved person(s) shall have the right to advisory arbitration of the grievance provided that such request for advisory arbitration shall be made known to the Board, through the Board Secretary, no later than ten (10) calendar days following the determination of the grievance by the Board. Failure to demand arbitration within the aforesaid time period shall constitute a bar to arbitration unless the aggrieved person(s) and the Board shall mutually agree upon a different time period within which to assert the request.

5. The following procedure shall be used to secure the services of an arbitrator:
 - A. Either party may request the American Arbitration Association ("AAA") to submit a roster of person(s) qualified to function as an arbitrator in the dispute.
 - B. The procedure for arbitration shall be in accordance with the rules promulgated by the AAA and the parties agree to comply with the aforesaid rules.
 - C. Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring the same.
6. All time limits stated herein shall be deemed mandatory as a condition for compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.